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Directors and Officers Liability And Reimbursement Excess Policy In consideration of payment of the required premium and subject to the Declarations made a part hereof and the limitations, conditions, provisions and other terms of this policy, the Company agrees with the **Insureds** as follows:

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| Insuring Clause | 1. The Company shall provide the Insureds with insurance during the Policy Period excess of the Underlying Insurance . Coverage hereunder shall attach only after all such Underlying Insurance has been exhausted by payment of claim(s) and shall then apply in conformance with the terms, conditions, exclusions and endorsements of the Primary Policy , together with all limitations, restrictions or exclusions contained in or added by endorsements to any other Underlying Insurance , except as specifically set forth in the terms and conditions and endorsements of this policy. In no event shall this policy grant broader coverage than would be provided by any of the exhausted Underlying Insurance . |
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| Maintenance of Underlying Insurance | 2. All of the underlying Policy(ies) scheduled in item 4 of the Declarations shall be maintained during the Policy Period in full effect and affording coverage at least as broad as the Primary Policy , except for any reduction of the aggregate limit(s) of liability available under the Underlying Insurance solely by reason of payment of losses thereunder. Failure to comply with the foregoing shall not invalidate this policy but the Company shall not be liable to a greater extent than if this condition had been complied with.

In the event of any actual or alleged (a) failure by the Insureds to give notice or to exercise any extensions under any Underlying Insurance or (b) misrepresentation or breach of warranties by any of the Insureds with respect to any Underlying Insurance , the Company shall not be liable hereunder to a greater extent than it would have been in the absence of such actual or alleged failure, misrepresentation or breach. |
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| Depletion Of Underlying Limit(s) | 3. In the event of the depletion of the limit(s) of liability of the Underlying Insurance solely as the result of payment of losses thereunder, this policy shall, subject to the Company's limit of liability and to the other terms of the policy, continue to apply for subsequent losses as excess insurance over the amount of insurance remaining under such Underlying Insurance . In the event of the exhaustion of all of the limit(s) of liability of such Underlying Insurance solely as a result of payment of losses thereunder, the remaining limits available under this policy shall, subject to the Company's limit of liability and to the other terms of this policy, continue for subsequent losses as primary insurance and any retention specified in the Primary Policy shall be imposed under this policy; otherwise no retention shall be imposed under this policy. |
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| Limit Of Liability | 4. The amount set forth in item 3 of the Declarations is the limit of liability of the Company and shall be the maximum liability of the Company in each Policy Year . |
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| Claim Participation | 5. The Company may, at its sole discretion, elect to participate in the investigation, settlement or defense of any claim against any of the Insureds for matters covered by this policy even if the Underlying Insurance has not been exhausted. |
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**Subrogation-
Recoveries**

6. In the event of any payment under this policy, the Company shall be subrogated to all the **Insureds'** rights of recovery against any person or organization, as stated in the **Primary Policy**, and the **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
- Any amount recovered after payment of loss hereunder shall be apportioned in the inverse order of payment to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

Notice

7. The Company shall be given notice in writing as soon as is practicable (a) in the event of the cancellation of any **Underlying Insurance** and (b) of any notice given or additional or return premiums charged or paid in connection with any **Underlying Insurance**.

Notice of any claim shall be given in writing to the Company at 161 Bay Street, Suite 2400, Toronto, Ontario M5J 2s1 or any branch office of the Company.

**Company Authorization
Clause**

8. By acceptance of this policy, the Parent Corporation named in Item 1 of the Declarations agrees to act on behalf of all the **Insureds** with respect to the giving and receiving of notice of claim or cancellations, the payment of premiums and the receiving of any return premiums that may become due under this policy; and the **Insureds** agree that the Parent Corporation shall act on their behalf.

Alteration

9. No change in or modification of this policy shall be effective except when made by written endorsement signed by an authorized employee of Chubb Insurance Company of Canada.

Policy Termination

10. This policy may be terminated prior to the expiration of the policy period, as set forth in Item 5 of the Declarations, by any of the methods contained in the following paragraphs.

This policy may be cancelled by the Parent Corporation at any time by written notice or by surrender of this policy to the Company. This policy may also be cancelled by or on behalf of the Company by delivery to the Parent Corporation or by mailing to the Parent Corporation, by registered, certified or other first class mail, at the address shown in item 2 of the Declarations, written notice stating when, not less than thirty days thereafter, the cancellation shall become effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

The Company shall refund the unearned premium computed at customary short rates if the policy is terminated in its entirety by the Parent Corporation. Under any other circumstances the refund shall be computed pro rata.

**Termination Of
Primary Policy**

11. This policy shall terminate immediately upon the termination of the **Primary Policy**, whether by the **Insureds** or the primary insurer. Notice of cancellation or non-renewal of the **Primary Policy** duly given by the primary insurer shall serve as notice of the cancellation or non-renewal of this policy by the Company.

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Termination Of Prior Policy(ies)

12. The taking effect of this policy shall terminate, if not already terminated, the policy(ies) specified in item 7 of the Declarations.

Policy Definitions

13. **Insureds** means those persons or organizations Insured under the **Primary Policy**.

Primary Policy means the policy scheduled in Item 4(A) of the Declarations.

Policy Year means the one year period between the anniversaries of the **Primary Policy**, provided that: (1) the first **Policy Year** of this policy shall be the period between the inception of this policy and the next subsequent anniversary of the **Primary Policy**, and (2) the last **Policy Year** of this policy shall be the period between the termination of this policy and the anniversary of the **Primary Policy** immediately preceding such termination. If any discovery period extension is exercised such extension shall be treated as set forth in the **Primary Policy**.

Underlying Insurance means all those policies scheduled in Item 4 of the Declarations.

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 26, 2019

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 8240-1243

Issued to: ARTHREX, INC

NOT FOLLOW FORM ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The following insuring clause(s) of the **Primary Policy** shall be inapplicable to this policy, and the Company shall not be liable to the **Insureds** or to any other person or entity claiming through or in the name or right of the **Insureds** for any loss or other liability based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the coverage otherwise afforded in such insuring clauses:

Employment Practices Liability Coverage, Fiduciary Liability Coverage, and Crime Coverage Sections	Form 95728 (9/07), Form 95729 (9/07), and Form 95730 (9/07)
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- (2) For purposes of determining when coverage under this Policy shall attach, the limit or limits of the **Underlying Insurance** shall be deemed not to have been reduced, depleted or exhausted by any payment of loss or defense costs under the **Underlying Insurance** as to which the Company would not be liable to make any payment by reason of paragraph (1) above.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 26, 2019

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 8240-1243

Issued to: ARTHREX, INC

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

In consideration of the premium charged, it is agreed that:

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any “loss” that is otherwise excluded under this Policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

A handwritten signature in black ink, appearing to be "P. M. Q.", written over a horizontal line.

Authorized Representative

ENDORSEMENT/RIDER

Effective date of
this endorsement/rider: April 26, 2019

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 8240-1243

Issued to: ARTHREX, INC

COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

PREMIUM BILL

Insured: ARTHREX, INC

Date: 04/29/2019

Producer: AON RISK SERVICES NORTHEAST, INC.
 165 BROADWAY STE 3201
 NEW YORK, NY 10006-0000

Company: Federal Insurance Company

THIS BILLING IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY REFERENCED BELOW.

Policy Number: 8240-1243

Policy Period: April 26, 2019 to April 26, 2020

NOTE: PLEASE RETURN THIS BILL WITH REMITTANCE AND NOTE HEREON ANY CHANGES. BILL WILL BE RECEIPTED AND RETURNED TO YOU PROMPTLY UPON REQUEST.

PLEASE REMIT TO PRODUCER INDICATED ABOVE. PLEASE REFER TO 8240-1243

Product	Effective Date	Premium
D&OEXCB	04/26/19	\$28,050.00

* For Kentucky policies, amount displayed includes tax and collection fees.

TOTAL POLICY PREMIUM	\$28,050.00
TOTAL INSTALLMENT PREMIUM DUE	\$28,050.00

**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**
(for policies with no terrorism exclusion or sublimit)
Insuring Company: Federal Insurance Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the “Act”), this policy makes available to you insurance for losses arising out of certain acts of terrorism. “Certified acts of Terrorism” are defined as any act certified by the Secretary of the Treasury of the United States, the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism may be partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States generally reimburses 85% of covered terrorism losses in 2015 that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: \$ -0-.

If you have any questions about this notice, please contact your agent or broker.

IMPORTANT NOTICE TO POLICYHOLDERS

Insuring Company: Federal Insurance Company

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

CHUBB GROUP OF INSURANCE COMPANIES

6200 Courtney Campbell Causeway, Tampa, FL 33607-1489 Phone (813) 281-7400

NOTICE OF RISK MANAGEMENT PROGRAM AVAILABILITY

Insured: ARTHREX, INC

Policy No.: 8240-1243

Insuring Company: Federal Insurance Company

Date: 04/29/2019

In accordance with Florida law, we are pleased to advise you that we have established a "Risk Management Program" for the use of our clients in the handling of certain risks. Our overall "Risk Management Program" includes measures, services, guidelines and plans developed by us for our customers. The general scope of our "Risk Management Program" is intended to include the following:

1. Safety measures, including, as applicable, the following areas:
 - a. Pollution and environmental hazards;
 - b. Disease hazards;
 - c. Accidental occurrences;
 - d. Fire hazards and fire prevention and detection;
 - e. Liability for acts from the course of business;
 - f. Slip and fall hazards;
 - g. Products injury; and
 - h. Hazards unique to a particular class or category of policyholders.
2. Training to policyholders in safety management techniques.
3. Safety management counseling services.

As part of our overall "Risk Management Program", we have developed general "Guidelines" concerning the establishment of individual "Risk Management Plans", dealing with specific aspects of risk handling appropriate to our clients.

If you are interested in obtaining general "Guidelines" from us as a guide to developing your own "Risk Management Plan", please contact your agent. At your request, we will send you a copy of applicable "Guidelines" at no charge.

Again, if you are interested in obtaining more details on this subject, please contact your agent.

CHUBB GROUP OF INSURANCE COMPANIES

Insuring Company: Federal Insurance Company

6200 Courtney Campbell Causeway, Tampa, FL 33607-1489 Phone (813) 281-7400

MEMORANDUM

TO: AON RISK SERVICES NORTHEAST, INC.

FROM: R. H. ZINN

SUBJECT: FLORIDA: RULE 4-75.001 - RISK MANAGEMENT PLANS

To comply with the above rule which became effective January 1, 1989, we are attaching a copy of a "Notice of Risk Management Program Availability" for our insured.

Please ensure that this Notice is delivered to the client.

As you can see, we have designated you as our contact representative to receive the initial request for the "Guidelines."

Once you have received a request, please contact Ron Lynch, our Loss Control Manager in Tampa, so that we can promptly respond to the insured's request.

RHZ/ckb
Enclosure

Policyholder Information Notice

IMPORTANT NOTICE

Insuring Company: Federal Insurance Company

To obtain information or make a complaint:

You may call (company's) toll-free telephone number for information or to make a complaint at:

1-800-36-CHUBB

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as listed in this Notice. You may order any brochure by email to formsordering@chubb.com and to view our full suite of loss prevention brochures/services go to www.chubb.com/us/fl-lossprevention

Directors and Officers (D&O) Liability Loss Prevention Services

- **Directors and Officers Liability Loss Prevention Manuals:**
Directors and Officers Liability Loss Preventions – #14-01-0035
Directors and Officers Securities Litigation Loss Preventions – #14-01-0448
Director Liability Loss Prevention in Mergers and Acquisitions – #14-01-1099
Directors and Officers Liability Loss Prevention for Not-for-Profit- #14-01-0036
Cyber Loss Mitigation for Directors -#14-01-1199

Employment Practices Liability (EPL) Loss Prevention Services

- **Toll-free Hot Line**
Have a question on how to handle an employment situation? Simply call **1.888.249.8425** to access the nationally known employment law firm of Jackson Lewis P.C. We offer customers an unlimited number of calls to the hot line at no additional charge.
- **ChubbWorks.com**
ChubbWorks.com is a web-based platform that offers multiple services including overviews of employment laws, sample employment policies and procedures, and on-line training. To gain immediate access to ChubbWorks go to www.chubbworks.com and register using your policy number.
- **Employment Practices Loss Prevention Guidelines Manual**
Employment Practices Loss Prevention Guidelines - #14-01-0061
- **Loss Prevention Consultant Services**
Chubb has developed a network of more than 120 law firms, human resources consulting firms, and labor economist/statistical firms that offer specialized services for employment issues.
- **Public Company EPL Customers**
Employment Practices Loss Prevention Guidelines – Written by Seyfarth Shaw exclusively for Chubb this manual provides an overview of key employment issues faced by for-profit companies and offers proactive idea for avoiding employment lawsuits.
- **Private Company EPL Customers**
Employment Practices Loss Prevention Guidelines – Written by Seyfarth Shaw exclusively for Chubb this manual provides an overview of key employment issues for –profit companies and offers proactive idea for avoiding employment lawsuits.

Fiduciary Liability Loss Prevention Services

- **Fiduciary Liability Loss Prevention Manual**
Who May Sue You and Why: How to Reduce Your ERISA Risks and the Role of Fiduciary Liability Insurance #14-01-1019

Crime Loss Prevention Services

- **Crime/Kidnap, Ransom & Extortion Loss Prevention Manual**
Preventing Fraud: How Anonymous Hotlines Can Help #14-01-1090

Cyber Security Loss Prevention Services

Visit: <https://www2.chubb.com/us-en/business-insurance/cyber-security.aspx> to learn more about Chubb's Cyber Services for our policyholders.

Health Care Directors and Officers (D&O) Liability Loss Prevention Services

- **Readings in Health Care Governance Manual**
Readings in Health Care Governance -#14-01-0788
- **ChubbWorks.com**
ChubbWorks.com for Health Care Organizations – The Health Care Zone is a free online resource containing health care specific loss prevention information for employment practices liability, directors and officers (D&O) liability, and fiduciary liability exposures. To gain immediate access to ChubbWorks go to www.chubbworks.com and register using your policy number.
- **Health Care D&O Loss Prevention Consultant Services**
Health Care D&O Loss Prevention Consultant Services- #14-01-1164

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.